

PTO/SB/17p (11-04)
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PETITION FEE
Under 37 CFR 1.17(f), (g) & (h)
TRANSMITTAL

(Fees are subject to annual revision)

Send completed form to: Commissioner for Patents
P.O. Box 1450, Alexandria, VA 22313-1450

Application Number	10/809,473
Filing Date	March 26, 2004
First Named Inventor	Semlyen
Art Unit	3762
Examiner Name	
Attorney Docket Number	13180-31

Enclosed is a petition filed under 37 CFR 147 that requires a processing fee (37 CFR 1.17(f), (g), or (h)). Payment of \$ 200.00 is enclosed.

This form should be included with the above-mentioned petition and faxed or mailed to the Office using the appropriate Mail Stop (e.g., Mail Stop Petition), if applicable. For transmittal of processing fees under 37 CFR 1.17(i), see form PTO/SB/17i.

Payment of Fees (small entity amounts are NOT available for the petition fees)

☐ The Commissioner is hereby authorized to charge the following fees to Deposit Account No. 02-2095:

☒ petition fee under 37 CFR 1.17(f), (g) or (h) ☒ any deficiency of fees and credit of any overpayments

Enclose a duplicative copy of this form for fee processing.

☒ Check in the amount of \$ 200.00 is enclosed.

☐ Payment by credit card (Form PTO-2038 or equivalent enclosed). Do not provide credit card information on this form.

Petition Fees under 37 CFR 1.17(f): Fee \$400 Fee Code 1462

For petitions filed under:

- § 1.53(e) - to accord a filing date.
- § 1.57(a) - to accord a filing date.
- § 1.182 - for decision on a question not specifically provided for.
- § 1.183 - to suspend the rules.
- § 1.378(e) - for reconsideration of decision on petition refusing to accept delayed payment of maintenance fee in an expired patent.
- § 1.741(b) - to accord a filing date to an application under § 1.740 for extension of a patent term.

Petition Fees under 37 CFR 1.17(g): Fee \$200 Fee Code 1463

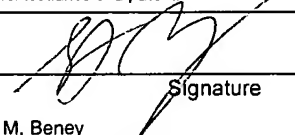
For petitions filed under:

- § 1.12 - for access to an assignment record.
- § 1.14 - for access to an application.
- § 1.47 - for filing by other than all the inventors or a person not the inventor.
- § 1.59 - for expungement of information.
- § 1.103(a) - to suspend action in an application.
- § 1.136(b) - for review of a request for extension of time when the provisions of section 1.136(a) are not available.
- § 1.295 - for review of refusal to publish a statutory invention registration.
- § 1.296 - to withdraw a request for publication of a statutory invention registration filed on or after the date the notice of intent to publish issued.
- § 1.377 - for review of decision refusing to accept and record payment of a maintenance fee filed prior to expiration of a patent.
- § 1.550(c) - for patent owner requests for extension of time in ex parte reexamination proceedings.
- § 1.956 - for patent owner requests for extension of time in inter partes reexamination proceedings.
- § 5.12 - for expedited handling of a foreign filing license.
- § 5.15 - for changing the scope of a license.
- § 5.25 - for retroactive license.

Petition Fees under 37 CFR 1.17(h): Fee \$130 Fee Code 1464

For petitions filed under:

- § 1.19(g) - to request documents in a form other than that provided in this part.
- § 1.84 - for accepting color drawings or photographs.
- § 1.91 - for entry of a model or exhibit.
- § 1.102(d) - to make an application special.
- § 1.138(c) - to expressly abandon an application to avoid publication.
- § 1.313 - to withdraw an application from issue.
- § 1.314 - to defer issuance of a patent.



Stephen M. Beney
Typed or printed name

December 15, 2004

Date
41,563

Registration No., if applicable

This collection of information is required by 37 CFR 1.17. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 5 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of **Semlyen et al.**

Serial No. **10/809,473**

Filed: **March 26, 2004**

For: **DIAGNOSIS OF DISEASE BY
DETERMINATION OF ELECTRICAL
NETWORK PROPERTIES OF
A BODY PART**

Art Unit: 3762

Examiner: Unknown

Commissioner for Patents
P.O. Box 1450,
Alexandria, VA 22313-1450

Dear Sir/Madam:

**PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE
APPLICATION ON BEHALF OF INVENTORS WHO REFUSE TO SIGN OR
CANNOT BE FOUND (37 C.F.R. § 1.47(b))**

Z-Tech (Canada) Inc., having a proprietary interest in the above identified application, petitions to make this application on behalf of the non-signing inventor Adam Semlyen who refuse to join in the application.

This petition is accompanied by a Declaration setting forth the pertinent facts, the last known address of the non-signing inventor and a showing of sufficient proprietary interest.

The fee set forth in § 1.17(g) (\$200.00), required by 37 C.F.R. § 1.47(a), is paid as a check, attached hereto. Authorization is hereby made to charge any deficiencies or credit any overpayments to Deposit Account No. 02-2095.

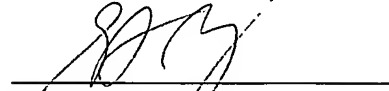
12/17/2004 NNGUYEN1 00000014 10809473

04 FC:1463

200.00 OP

The person making this statement is the owner or a person authorized to sign on
behalf of the owner.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'S. Beney', is written over a horizontal line.

Stephen M. Beney
Reg. No. 41,563



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of **Semlyen et al.**

Serial No. **10/809,473**

Filed: **March 26, 2004**

For: **DIAGNOSIS OF DISEASE BY
DETERMINATION OF ELECTRICAL
NETWORK PROPERTIES OF
A BODY PART**

Art Unit: 3762

Examiner: Unknown

Commissioner for Patents
P.O. Box 1450,
Alexandria, VA 22313-1450

Dear Sir/Madam:

DECLARATION UNDER 37 CFR 1.47

I, Stephen M. Beney, hereby declare that:

1. I am a Registered Canadian Patent Agent (Registration Number 10,042), and a Registered United States Patent Agent (Registration Number 41,563).
2. I am a Partner with Bereskin & Parr, and I have held this position for at least two (2) years. As part of my job, I am familiar with matters relating to certain patent filings, and in particular, U. S. patent application, Serial No. 10/809,473. As such, based on my personal knowledge and a review of records in my possession and control, I have firsthand knowledge of the matters set out herein.
3. U. S. patent application, Serial No. 10/809,473, names Adam Semlyen and Milan Graovac as co-inventors.

4. The purpose of this declaration is to set forth proof of the circumstances of the refusal of Adam Semlyen to execute the appropriate declaration, as required under 37 CFR 1.47(a).

5. Adam Semlyen refuses to sign the appropriate declaration, despite requests to get him to do so.

6. I am informed by Z-Tech (Canada) Inc. and do verily believe that Adam Semlyen and Milan Graovac made the invention for and on behalf of the company. A copy of an assignment from the inventors to Z-Tech (Canada) Inc., and as executed by Milan Graovac is attached as Schedule "A" to this declaration.

7. I have correspondence in writing, by e-mail, from Adam Semlyen in regard to execution of a suitable declaration for application, serial number 10/809,473. He has informed in writing that he refuses to sign the declaration. I understand that the reason for refusing to execute the declaration is that he does not want to be burdened anymore with the legal and administrative processes involved in obtaining patents.

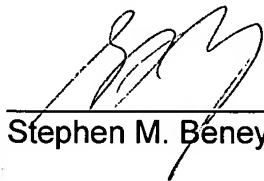
8. On August 17, 2004, I sent to Z-Tech (Canada) Inc. a letter addressed to Adam Semlyen and signed by Richard J. Parr of our firm. The letter outlined a number of forms that we requested Adam Semlyen to sign, including the "Declaration for Utility Application" for U.S. patent application, serial number 10/809,473. A copy of this letter and the enclosure is attached as Schedule "B" to this declaration.

9. It is my belief and the best information of my firm and of Z-Tech (Canada) Inc. that the last known mailing address of Adam Semlyen is 2203-65 High Park Avenue, Toronto, Ontario, M6P 2R7, Canada.

10. Z-Tech (Canada) Inc. asked co-inventor Milan Graovac, who is known to Adam Semlyen, to attempt to have Adam Semlyen execute the various forms, including the "Declaration for Utility Application" for the present application.

11. On August 26, 2004, Z-Tech (Canada) Inc. provided me with an email from Milan Graovac that outlined that he was unsuccessful in getting Adam Semlyen to execute the various forms, including the "Declaration for Utility Application" for the present application. Adam Semlyen provided Milan Graovac with his reasons in an email to Milan Graovac dated August 24, 2004, that states that he finds "any involvement in legal or administrative processes related to the invention ... appear now burdensome to me" and "I would like not to have to read any correspondence related to it, much less be asked to sign anything in the future." A copy of these emails is attached as Schedule "C" to this declaration.

12. This statement is made by the undersigned who declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further, that these statements are made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of the Title 18 of the U.S. Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



Stephen M. Beney

December 15, 2004

Date

Schedule "A"

BEST AVAILABLE COPY

UNITED STATES ASSIGNMENT

WHEREAS WE, **ADAM SEMLYEN** and **MILAN GRAOVAC**, whose full post office addresses are **2203-65 High Park Avenue, Toronto, Ontario, Canada M6P 2R7** and **41 Sylvan Valleyway, Toronto, Ontario, Canada M5M 4M4**, have invented certain new and useful improvements in an invention entitled **DIAGNOSIS OF DISEASE BY DETERMINATION OF ELECTRICAL NETWORK PROPERTIES OF A BODY PART** for which a Canadian patent application was filed on **March 26, 2004** as serial No. **2,462,157**, a PCT International Application was filed on **March 26, 2004** as International Application No. **PCT/CA04/000458**, and a regular U.S. patent application was filed on **March 26, 2004** as serial No. **10/809,473**.

AND WHEREAS, **Z-Tech (Canada) Inc.**, a corporation of **2 Berkeley Street, Suite 310, Toronto, Ontario, Canada M5A 4J5**, has acquired from us the whole right, title and interest for the United States of America and all other countries in and to the said invention and in and to any Letters Patent that may be obtained therefor, and in and to said application.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, **ADAM SEMLYEN** and **MILAN GRAOVAC**, by these presents confirm that we have sold, assigned and transferred and do hereby sell, assign and transfer unto the said **Z-Tech (Canada) Inc.**, the full and exclusive right to the said invention in the United States of America and all other countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor, and the entire right, title and interest in and to said application, and in and to any divisions, continuations, continuations-in-part and extensions of said application, together with the right to claim the benefit of the right of priority provided by the Patent Cooperation Treaty based on said application for United States Letter Patent.

We agree that we will, upon request by **Z-Tech (Canada) Inc.**, without further consideration, but at the expense of **Z-Tech (Canada) Inc.**, do all such things and execute all such documents as may be necessary or desirable to obtain and maintain

patents for said invention and for additions and modifications thereto in any and all countries, and to vest title thereto in said assignee, its successors, assigns and legal representatives or nominees.

We hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said **Z-Tech (Canada) Inc.**, the assignee of the entire right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made.

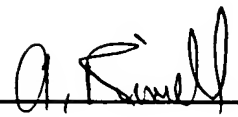
The undersigned hereby grant(s) the firm of Bereskin & Parr (Box 401, 40 King Street West, Toronto, Ontario, Canada M5H 3Y2) the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED this day of , 2004, at


Witness

ADAM SEMLYEN

SIGNED this 26TH day of NOVEMBER, 2004, at TORONTO



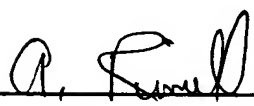
Witness




MILAN GRAOVAC

We accept the assignment of this invention and all related patent applications and Letters Patent.

SIGNED this 26TH day of NOVEMBER, 2004, at TORONTO



Witness



Z-TECH (CANADA) INC.
By: RON BAKER

Title: UP OPERATIONS

Schedule "B"

From: ID: YOOA (416) 364-7311
 Mal Jaskuiski
 BERESKIN & PARR
 40 KING ST. WEST 40TH FLOOR



Ship Date: 17AUG04
 Actual Wgt: 0.5 KG
 System#: 3297499/INCA1850
 Account#: S *****

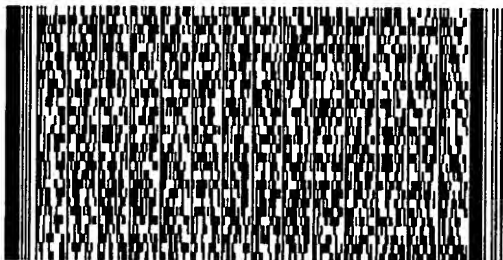
REF: 13180-31



Delivery Address Bar Code

SHIP TO: (416) 364-7311 BILL SENDER
Mr. Ron Baker
Z-Tech Canada Inc.
2 Berkeley Street Suite 310

Toronto, ON M5A4J5
CANADA CA



PRIORITY OVERNIGHT

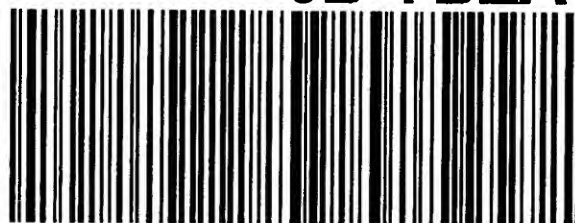
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FORM
0451

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M5A4J5 -ON-CA

6B YBZA



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Shipping Label: Your shipment is complete

Cancel shipment **Edit shipment information** **Process another shipment** **Repeat last shipment**

Go to next steps

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Canada Ltd., its principals, subsidiaries, branches and affiliates and their respective employees, agents, and independent contractors. The terms "you" and "your" include the shipper, sender, recipient/consignee, and their respective employees, principals, agents and independent contractors. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. ROAD TRANSPORT NOTICE. Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment. LIMITATION OF LIABILITY. If not governed by Federal or Provincial laws, regulations, orders, or requirements as described above, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment, even if caused by our negligence or gross negligence, is limited by this Agreement to the amount of actual damages or CDN \$100 per shipment, whichever is less, unless you declare in advance a higher value for carriage as described below, and pay any applicable supplementary charge. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional CDN \$100 of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. DECLARED VALUE LIMITS. Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN \$500. The maximum declared value we allow for carriage per air waybill for each FedEx Letter or FedEx Pak is CDN \$100. Please check the current Worldwide Service Guide and any applicable tariff for further explanation of the declared value limits. If you send more than one package on this Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to, incorrect declaration of the shipment, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items. Also, FedEx won't be liable if you or the recipient violate any of the terms of this Agreement. FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment caused by events FedEx cannot control, including but not limited to, acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. You should contact an insurance agent or broker if insurance coverage is desired. We do not provide insurance coverage of any kind. NO WARRANTIES. We make no warranties, express or implied. CLAIM FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS. We must receive your written notice of a claim for damage or delay, including perishable and spoilage damage claims due to late or delayed delivery, within 21 days after we deliver your shipment and in the case of loss, shortage, mis-delivery, nondelivery, misinformation or failure to provide information regarding your claim. FedEx is not obligated to accept the shipment for carriage. The right to claim damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped. Within 90 days after you have notified us of your claim, it must be documented by sending us all relevant information regarding your claim. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection at the delivery location and you must retain all such items until the claim is concluded. RESPONSIBILITY FOR PAYMENT. Even if you give us different payment instructions, you, the shipper, will always be primarily responsible for all charges, including transportation charges, and all duties, assessments, governmental penalties and fines, taxes, and FedEx's legal fees and costs related to shipments tendered under this Agreement. You also will be responsible for any costs FedEx may incur in returning your shipments to you or warehousing them pending disposition. MANDATORY LAW. Insofar as any provisions contained or referred to in this Agreement may be contrary to any applicable laws, government regulations, orders or requirements, such other provisions shall remain in effect as a part of this Agreement to the extent that they are not overridden. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other part hereof. The parties expressly agree that this Agreement be drawn up in the English language. FEDERAL EXPRESS CANADA LTD., Head Office, 5885 Explorer Drive, Mississauga, ON L4W 5K6.

Bereskin & Parr

INTELLECTUAL PROPERTY LAW

August 17, 2004

Stephen M. Beney B.Sc. (Physics)
416 957 1697 sbeney@bereskinparr.com

Your Reference:
Our Reference: 13180-31, 52

By Courier

Ron Baker
VP Operations
Z-Tech (Canada) Inc.
2 Berkeley Street, Suite 310
Toronto, Ontario
M5A 4J5

CONFIRMATION

Dear Ron:

Re: Patent Applications
For: DIAGNOSIS OF DISEASE BY DETERMINATION OF ELECTRICAL
NETWORK PROPERTIES OF A BODY PART

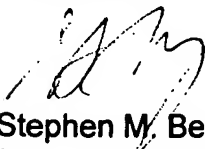
I enclose a finalized letter to Dr. Semlyen as signed by Richard Parr, together with the enclosures. The original will follow by courier with the confirmation of this email.

The PCT General Appointment of Agent form mentioned in the letter to Dr. Semlyen is the most urgent as this case is set to publish shortly. Only Dr. Semlyen's signature is required for this form as Milan Graovac and Z-Tech have already signed. Please have this formed couriered to this office as soon as possible.

The other forms (Declaration and Assignment) are to be signed by all parties (including Z-Tech for the assignment) and can follow after the PCT General Appointment of Agent form.

If you have any questions, please do not hesitate to contact me.

Yours truly,


Stephen M. Beney
/es
Encl.

Please send all correspondence to the Mississauga office:

2000 Argentia Rd., Plaza 4, Ste. 430,
Mississauga, Ontario, Canada L5N 1W1
Tel: 905.812.3600 Fax: 905.814.0031

Scotia Plaza, 40 King St. West, 40th Floor,
Toronto, Ontario, Canada M5H 3Y2
Tel: 416.364.7311 Fax: 416.361.1398

Waterloo Technology Campus, 408 Albert St., Ste. 2,
Waterloo, Ontario, Canada N2L 3V3
Tel: 519.783.3210 Fax: 519.783.3211

August 17, 2004

Richard J. Parr B.A.Sc. (Eng. Phys.), LL.B.
416 957 1686 rparr@bereskinparr.com

Our Reference: 13180-31, 52

By Courier

Dr. Adam Semlyen
2203-65 High Park Avenue
Toronto, Ontario
Canada M6P 2R7

Dear Dr. Semlyen:

Re: Patent Applications
For: **DIAGNOSIS OF DISEASE BY DETERMINATION OF ELECTRICAL
NETWORK PROPERTIES OF A BODY PART**

We attach for signature by you the following standard Patent Office forms:

United States Patent and Trademark Office

- 1) A Declaration for Utility Application.

International Application (PCT)

- 1) a General Appointment of Agent, Representative form; and
- 2) Declaration of Inventorship for the United States of America.

All Applications

- 1) an Assignment from the inventors to Z-tech (Canada) Inc.

In order to complete the applications for your patent in various countries we need your signature from time to time on standard forms with language that originates from the respective Patent Offices. These forms serve to identify who made the invention, confirm that the inventors have assigned the invention to Z-Tech (Canada) Inc., and to appoint our firm as the Agent/Representative for Service for this invention. We do not control the content and specific language used in these forms to make them acceptable by the respective Patent Offices. The signed forms are required to allow these applications to proceed unhindered.

Please send all correspondence to the Toronto office:

Scotia Plaza, 40 King St. West, 40th Floor,
Toronto, Ontario, Canada M5H 3Y2
Tel: 416.364.7311 Fax: 416.361.1398

2000 Argentia Rd., Plaza 4, Ste. 430,
Mississauga, Ontario, Canada L5N 1W1
Tel: 905.812.3600 Fax: 905.814.0031

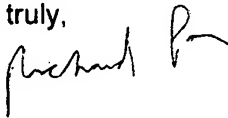
Waterloo Technology Campus, 408 Albert St., Ste. 2,
Waterloo, Ontario, Canada N2L 3V3
Tel: 519.783.3210 Fax: 519.783.3211

We understand that you are concerned that the language used in some of these forms may suggest that you might have a financial obligation imposed on you by Bereskin & Parr. This is not the intention. *We wish to state very clearly that Bereskin & Parr will not at any time impose any obligation on you concerning costs associated with obtaining any patent rights for this invention. Moreover, Bereskin & Parr will only contact and deal with Z-Tech (Canada) Inc. when it comes to the expenses of these patent applications.*

With this letter, we are providing you with all of the forms that are required to complete the various patent applications at this time. However, you should be aware that Patent Offices of certain countries might request a form to be signed in the future. Typically these are forms tailored to a specific Patent Office (for example, when the international application is ultimately pursued in various countries) and are usually to confirm inventorship, ownership, or agent/representative for service for a specific country.

Should you have any questions or require further assurance, please do not hesitate to contact Richard Parr at (416) 364-7311.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Richard J. Parr', with a stylized flourish at the end.

Richard J. Parr

/cb

Encl.

Schedule "C"

Subject: FW: Letter from Bereskin and Parr

Date: Thursday, August 26, 2004 10:14 AM

From: Ron Baker <rbaker@z-techinc.com>

To: "'Stephen M. Beney'" <sbeney@bereskinparr.com>

Cc: <rparr@bereskinparr.com>, 'Les Organ' <organl@z-techinc.com>

Category: Client

Stephen,

We were unsuccessful with Dr. Semlyen. Please see messages from our "liaison" (a trusted colleague of Dr. Semlyen) and from Dr. Semlyen.

I have discussed this with Dr. Organ. If feasible, we would like to accede to Dr. Semlyen's wishes, remove him from the patent application and proceed.

Please contact me to discuss "where to from here" and next steps.

Thanks.

Ron

Ron Baker
VP Operations
Z-Tech (Canada) Inc.
2 Berkeley Street, Suite 310
Toronto, Ontario
M5A 4J5
Canada
phone: 416-421-4788
fax: 416-421-8180
email: rbaker@z-techinc.com

-----Original Message-----

From: Milan Graovac [mailto:milan.graovac@utoronto.ca]
Sent: August 25, 2004 4:14 PM
To: Ron Baker
Cc: Leslie Organ AOL
Subject: FW: Letter from Bereskin and Parr

Hi Ron,

I have tried to persuade professor Semlyen to sign documents you gave me. Unfortunately he maintained position that regardless of the letter he does want to make any kind of commitment and insisted that he just does not want to sign anything, to the point that he does not care if his name is mentioned on the patent or not.

I asked him to summarize his position and email it to me (he did not want to get involved in correspondence with anyone from Z-Tech directly).

I do not feel that I have the way to persuade him to sign anything in the future.

Regards,

Milan

-----Original Message-----

From: Adam Semlyen [mailto:adam.semlyen@utoronto.ca]

Sent: Tuesday, August 24, 2004 4:29 PM

To: Milan Graovac

Subject: Re: Letter from Bereskin and Parr

Dear Milan,

As I tried to clarify to you in our telephone conversation, any involvement in legal or administrative processes related to the invention you referred to in your email appear now burdensome to me. I would like not to have to read any correspondence related to it, much less be asked to sign anything in the future.

I would prefer if from the company's end the action undertaken would be such as to completely leave me out from this invention. I believe in the value of the ideas it covers and hope they will prove to be successful but I do not wish to be formally part of the invention.

Hopefully, this way, our future conversations will be, as before, on less formal and more interesting topics.

Best greetings -- Adam